

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X		
Jose Zaldivar,	:	CV:22-00065(GRB)(ARL)
	:	
Plaintiff,	:	<b>MOTION TO WITHDRAW</b>
- against -	:	<b>AS ATTORNEY OF RECORD</b>
	:	
Levent Company, Ltd. d/b/a Shish Kebab Grill and	:	
Muslum Levent,	:	
Defendants.	:	
-----X		

PLEASE TAKE NOTICE that upon the attached affidavit of Scott Michael Mishkin, Esq., as required by Local Civil Rule 1.4, the undersigned will move this Court, before the Honorable Gary R. Brown, United States District Judge of the United States District Court for the Eastern District of New York, at the Courthouse for the United States District Court for the Eastern District of New York, 100 Federal Plaza, Central Islip, New York 11722 on a date and a time set by the Court, or as soon thereafter as counsel may be heard for an ORDER:

Granting the Motion of Scott Michael Mishkin, PC, to Withdraw as Attorneys of Record for all defendants in this matter.

Dated: Islandia, New York  
May 31, 2024

Respectfully submitted,

**SCOTT MICHAEL MISHKIN, P.C**

By: \_\_\_\_\_  
Scott Michael Mishkin (SMM 3687)

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X		
Jose Zaldivar,	:	CV:22-00065(GRB)(ARL)
	:	
Plaintiff,	:	<b>Affidavit in Support of</b>
- against -	:	<b>Motion to Withdraw as</b>
	:	<b>Attorney of Record</b>
Levent Company, Ltd. d/b/a Shish Kebab Grill and	:	
Muslum Levent,	:	
Defendants.	:	
-----X		

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF SUFFOLK    )

SCOTT MICHAEL MISHKIN, ESQ., an attorney duly admitted to practice in the Eastern District of New York and the Courts of the State of New York, affirms that the following statements are true under the penalties of perjury:

1. I am a member of the Firm of SCOTT MICHAEL MISHKIN, P.C., and have been retained by all defendants in the above captioned matter and as such, I am fully familiar with the facts and circumstances herein from review and handling of the file maintained by this office.
2. That on February 12, 2024, a fully executed Retainer Agreement was agreed to and fully executed between defendants and Scott Michael Mishkin PC.
3. On May 1, 2024, Defendant Levent advised although aware of his obligations pursuant to the retainer agreement, specifically his responsibility to pay Scott Michael Mishkin PC's for legal services, including his outstanding balance, that he would only do so over a five (5) year period.

4. On May 9, 2024, defendant Levent further advised that he would like Scott Michael Mishkin PC to continue to represent defendants and that he will pay for Scott Michael Mishkin PC's legal services over the next 5-6 years.

5. I made it clear to defendant Levent this was not acceptable and put him on notice that unless he agrees to pay for Scott Michael Mishkin PC's legal services within thirty (30) days of receiving his invoices, that I would be making a motion to be relieved as attorneys of record for all defendants.

6. In response, defendant Levent advised he wanted to talk about it and that he would be available to meet at Scott Michael Mishkin PC's office on or about May 22, 2024.

7. I made it crystal clear to defendant Levent that when he did come in to talk that he must pay his outstanding balance, that he could not pay for ongoing legal services over a 5-6-year period and that if he did not agree to honor his retainer, that I will be making a motion to be relieved as counsel.

8. On May 22, 2024, defendant Levent was telephoned to set up an appointment to come in to meet. He advised he would call back.

9. On May 22, 2024, defendant Levent made an appointment for May 30, 2024, and when asked if he was going to pay his outstanding balance when he came in for the appointment, he said "no."

10. I followed up with an e-mail to defendant Levent putting him on notice that I would be making a motion to be relieved as counsel for all defendants and that the May 30, 2024, appointment was cancelled.

11. In response defendant Levent telephoned me and told me he will come in on May 30, 2024, and pay his outstanding balance and to discuss procedure forward.

12. On May 29, 2024, defendant Levent was telephoned and was left a message confirming his appointment for the next day, that being May 30, 2024.

13. At 9:27pm on May 29, 2024, Defendant Levent e-mailed and advised he was not coming in because his son "has big accident." He did not provide another date to meet.

14. Defendant Levent attached two photos of a car with minor scuffs to the right bumper under the fully intact headlight.

15. In response, I advised defendant Levent that I would be making a motion to be relieved as counsel for all defendants.

16. As Defendant Levent has no intention of honoring his retainer agreement, I am respectfully requesting that Scott Michael Mishkin PC, be relieved as defendants' attorneys of record as the trust between defendant Levent and Scott Michael Mishkin PC no longer exists.

17. This is the first application in this matter by defendants' counsel.

WHEREFORE, I respectfully request that this Motion be granted in its entirety and that Scott Michael Mishkin PC, be relieved as attorneys of record for defendants as for and in regard to this matter.

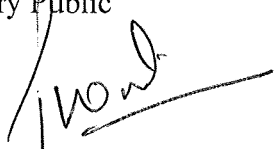
Dated: Islandia, New York  
May 31, 2024

SCOTT MICHAEL MISHKIN, P.C.

By: Scott Michael Mishkin, Esq.  
One Suffolk Square Suite 240  
Islandia, New York 11749  
Telephone: (631) 234-1154  
Facsimile: (631) 234-5048

Sworn to before me this  
31<sup>st</sup> Day, May 2024

Notary Public

  
PRASHANT GAMI  
Notary Public State of New York  
No. 01GA0007736  
Qualified in Suffolk County  
Commission Expires May 16, 2027

To: Levent Company LTD  
Muslim Levent  
1380 Old Northern Blvd.  
Roslyn New York 11576  
*Via e-mail*  
muslumlevent1@gmail.com